

Clear Lake

Clear Lake Public Employment Agency (Mixed)

7/1/2006

6/30/2009

**AGREEMENT BETWEEN
THE CITY OF CLEAR LAKE, IOWA**

AND

THE CLEAR LAKE PUBLIC EMPLOYMENT AGENCY

JULY 1, 2006 through JUNE 30, 2009

CITY OF CLEAR LAKE
PUBLIC WORKS DEPARTMENT LABOR AGREEMENT
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This Agreement made and entered into by and between the CITY OF CLEAR LAKE, IOWA, hereinafter referred to as the "EMPLOYER," and the CLEAR LAKE PUBLIC EMPLOYMENT AGENCY, CLEAR LAKE, IOWA, hereinafter referred to as the "AGENCY."

ARTICLE 1: MANAGEMENT RIGHTS

1.1 The Employer reserves the right to make decisions concerning all matters not specifically addressed to by this Agreement. Such rights shall include, but not be limited to, the following matters: efficient management of the departments covered by this Agreement, determination of the services to be rendered or not rendered, purchase of services; size of the work force, hiring, assignment, and lay off of employees, modify the work day or work week, direct the work force, assign work and determine the number of employees assigned to operations, establish work schedules, modify departmental rules and regulations, approve courses in educational incentive programs, transfer or promote employees, evaluate employees for promotion or any assignment, the control of material, tools and equipment to be used, to introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tolls to be purchased, and to subcontract or purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities.

ARTICLE 2: SOLE AGREEMENT

2.1 This contract is the sole Agreement between the parties and it shall not be construed to incorporate any other agreements, oral or written, any past practices or other limitations on the Employer not specifically provided for herein. It is specifically agreed by the parties that all subjects not specifically listed in the contract are retained by the Employer as management rights and the Agency further agrees to waive its right to grieve concerning the contemplation, approval, application, implementation or adoption of any management right, whether listed in this contract or not. All matters not specifically referred to in the terms of this contract are understood to be within the definition of management right.

ARTICLE 3: CIVIL SERVICE

3.1 When the employer is required by law to adopt the provisions of the Iowa Code regarding civil service matters, all issued subject to civil service jurisdiction shall be exempt from the provisions of this contract. Furthermore, if adoption of civil service provisions result in any increased costs to the Employer, this contract shall be reopened for negotiations concerning the impact of such increased cost on wages, hours and other negotiable topics that initiate changes to the existing contract.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

4.2 Every employee covered by the terms of the Agreement shall have the right to present grievances in accordance with these procedures. The employee has the right to have Union representation present at any stage of the grievance procedure.

4.3 The failure of the person to act on any grievance within the prescribed time limits will act as a bar to any further appeal and failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual written agreement.

FIRST STEP: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and their immediate supervisor.

SECOND STEP: If the grievance cannot be resolved informally, the aggrieved person shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the City Administrator. The written grievance must be filed by using the preprinted forms available at the Public Works Department and which shall state the nature of the grievance, shall note the specific clause or clauses of the contract violated and shall state the remedy requested. The filing of the formal, written grievance at the Second Step must be within seven (7) working days from the date of the occurrence of the event giving rise to the grievance unless the grievance involves a discharge or suspension which must be within five (5) working days. The City Administrator shall make a decision on the grievance and communicate it in writing to the grieving person within ten (10) working days after receipt of the grievance.

THIRD STEP: If the grievance is not resolved satisfactorily at Step Two, there shall be available a Third Step of impartial, binding arbitration. The grievant shall submit in writing a request to the City Administrator within twenty (20) working days from the receipt of the Step Two answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within (7) working days, the Federal Mediation and Conciliation Service will be requested to provide a panel of seven arbitrators who shall be members in good standing of the National Academy of Arbitrators. After the parties determine by lot who strikes first, then the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.

4.4 Expenses for the arbitrator's services shall be borne equally by the Employer and the Agency.

4.5 The arbitrator in his opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Employer and the Union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE 5: HOLIDAYS

5.1 All full-time, permanent, employees shall receive the following ~~nine~~ **ten** holidays: New Year's Day, ~~Martin Luther King Day~~, **President's Day**, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day, **Friday after Thanksgiving**, and Christmas Day. **Any "hours worked" on the Friday after Thanksgiving shall be exempt from any overtime calculations.**

5.2 In addition to the basic nine holidays previously listed, regular full-time employees shall be allowed two (2) floating holiday. Said employees must give ten (10) days written notice to the respective department heads prior to the usage thereof. Furthermore, it is completely understood and agreed that the department heads shall have the exclusive right to allow or deny any request for usage of the floating holiday. ~~It is further understood and agreed that under no circumstances shall any employee be allowed to report for duty during the usage of their floating holiday.~~ The department head may at his discretion waive the ten (10) day notice requirement.

5.3 It is expressly understood and agreed that the "Employer" shall have the right to recall an employee or employees on any holiday if in the opinion of the employer such action is proper and necessary.

5.4 Any regular full-time employee that is required to work any holiday (as listed in 5.1 above) shall receive holiday pay as follows:

(A) Eight hours at his/her regular rate of pay.

(B) Overtime compensation at one and one-half times his/her regular rate of pay for the actual hours worked. (See Article 12)

5.5 The Employer shall not be obligated to award holiday pay to regular full-time employees until and unless the employee actually works one of the scheduled holidays, or the employee has completed his/her last scheduled duty day following said holiday. In addition, an employee that has obtained an approved leave of absence other than sick leave shall be considered to have met his/her work schedule.

ARTICLE 6: VACATIONS

6.1 All full-time, permanent, employees covered by the terms of this Agreement shall receive vacation with their regular pay on the following basis:

After one year of continuous service	one week
After two years of continuous service	two weeks
After seven years of continuous service	three weeks
After fifteen years of continuous service	four weeks
After twenty years of continuous service	five weeks.

6.2 Vacations shall be taken in blocks of five (5) working days unless prior approval has been obtained from the appropriate department head or his/her designee.

6.3 For the purpose of this Article, one week equals five (5) working days.

6.4 Vacations must be taken by employees during the year (12 months following employee's anniversary date) in which they are earned or they will be forfeited unless prior approval by the appropriate department head or his/her designee has been obtained.

6.5 Any employee who is laid off, retired, discharged or otherwise separated from the service of the Employer, for any reason, prior to taking his/her vacation, shall be paid for all unused or accumulated vacation due said employee at the time of separation. (NOTE: The provisions of 6.4 shall prevail when calculating any said unused vacation benefits.)

6.6 It is expressly understood and agreed that the employer shall have the right to recall any employee on vacation if in the opinion of the employer such action is proper and necessary.

ARTICLE 7: FUNERAL LEAVE

7.1 Employees will be permitted to take time off from work with pay for funeral leave in accordance with the schedule listed below.

7.2 Full-time permanent employees who have completed their probationary period of employment and who miss work following the death of an "immediate family member" as hereinafter defined, will be given time off from work with pay, if requested, in the following schedule: (the days will be taken consecutively)

a.	Spouse	four days
b.	Children	four days
c.	Parents (including stepparents)	four days
d.	Brothers	three days
e.	Sisters	three days
f.	Parents-in-law	three days
g.	Grandchildren	three days
h.	Grandparents	three days
i.	Brother/Sister-in-law	three days.

7.3 The employee will notify the appropriate department head or his/her designee of the request for funeral leave before departing and shall forward in writing such request for funeral leave, explaining the absence and indicating the dates as soon as the employee can.

ARTICLE 8: SICK LEAVE

8.1 All full-time, permanent employees shall accumulate sick leave at the rate of two days per month to a maximum of 100 working days.

8.2 The Employer will allow up to but not more than three (3) days of an employee's accumulated sick leave to be used for providing care to the employee's spouse, mother, father, son or daughter during short term, non serious illness that does not meet the provisions of the Family and Medical Leave Act as outlined in the Employer's "Employee Handbook". In all cases, the provisions of the Family and medical Leave Act shall prevail over this article and in cases of conflict or duplication only the provisions contained in the Family and Medical Leave Act may be used.

8.3 The Employer reserves the right to employ whatever techniques it deems appropriate to curb abuse of sick leave.

8.4 Full-time employees that do not use any sick leave during the term of this contract shall be awarded two (2) additional days of vacation; one of which must be used by December 31, 2005. (The Public Works Director reserves the right to send employees home in cases of suspected illness.)

8.5 Any employee who has not been afflicted by illness or injury or does not meet the provisions of Article 8.2 and attempts to claim sick leave benefits may be discharged without further recourse.

ARTICLE 9: OTHER LEAVES OF ABSENCE

9.1 Leaves of absence may be granted when requested by employees at the discretion of the appropriate department head or his/her designee.

ARTICLE 10: CLOTHING ALLOWANCE

10.1 The employer will pay an annual lump sum clothing allowance of \$350 for regular full-time employees that are required to operate heavy equipment; are involved in trenching operations; or are otherwise exposed to excessive wear and tear of their clothing due to prolonged exposure to weather elements, excessive dirt and/or other abrasive conditions.

ARTICLE 11: WAGES

Effective July 1, 2005: All regular full-time employees shall receive a 3.5% increase to their respective per hour base rate **effective July 1st of each year of the Agreement.**

ARTICLE 12: OVERTIME

12.1 Overtime, when payable, shall be computed on the base compensation of the affected employee based on computation of actual on-duty hours worked during the period of time in question.

12.2 Overtime shall be paid at the rate of time and one half for hours worked in excess of eight (8) hours per day and forty (40) hours per week. Approved leave(s) of absence ~~other than sick leave shall be considered time worked for the computation of overtime~~ (including Holiday(s), sick leave, vacation, and personal day(s)) shall not be considered as "time worked" for purposes of computing overtime. Hours worked outside the regular reporting times and hours indicated in paragraph 12.3 shall be considered overtime.

12.2 Since there is no guarantee of availability of work, employees shall be entitled to reporting pay when they are available and appear for work. This report/reporting pay shall be one hour at regular time rates and shall constitute the maximum salary liability of the employer. For all public works employees regular reporting times are 7:30 am, Monday thru Friday. The regular workday shall consist of the following hours: 7:30 am – 12 pm, 12 pm – 1 pm lunch, 1 pm – 4:30 pm. For water plant personnel reporting times are dependent on which shift the employee is assigned as follows: 1st Shift reporting time shall be 7:30 am; 2nd shift reporting time shall be 11:00 am. The City reserves the right to modify both the reporting times and work day schedules

of all employees. The City shall have discretion in case of emergency or other business necessity to alter the work hours. The City shall have discretion to send the employees home so that overtime is not accrued.

12.3 All regular full-time employees listed on and subject to "On-Call Duty" shall be paid ~~\$75.00~~ **\$85.00** for each full week of said duty. Employees called out during their scheduled "On-Call Duty" shall be paid for a minimum one (1) hour at overtime pay or actual time spent under the provisions as stated in section 12.2 above, whichever is greater. However, employees shall not be paid the one (1) hour minimum call out pay more than three times in any twenty-four (24) hour period.

12.4 Employees may elect payment of overtime compensation in the form of compensatory time off (comp time). Any such payment selection shall cause the comp time hours to be stored in their (the employee's) "comp time bank". Employees must submit a comp time use request to their immediate supervisor for approval prior to utilizing banked comp time. Requests will be reviewed for approval based on a number of factors including business needs and staffing requirements.

Election of payment of overtime compensation in the form of compensatory time off is at the sole discretion of the employee with the following limits:

- ☐ Employees may have up to but not more than 40 hours of comp time in their respective "comp time bank" at any one time.
- ☐ Employees may request withdrawals (use of comp time) from their "comp time bank" at any time after it has been earned. In other words, requests for withdrawals from the "comp time bank" can be made during the same pay period the comp time was earned or during a future pay period.
- ☐ Total accumulated withdrawals from employees "comp time bank" cannot exceed 40 hours in any one fiscal year.

ARTICLE 13: HEALTH AND LIFE INSURANCE

13.1 The Employer costs for health insurance shall be limited to full time, permanent employees who have completed six months of employment. The employer shall pay the entire premium for an employees' single coverage. The employer shall pay \$725 towards the family coverage premium. The employee will be required to pay 30% of the family premium coverage in excess of \$725 or ~~\$145 per month~~ **\$165 per month (year one of the Agreement), \$190 per month (year two of the Agreement), and \$215 per month (year three of the Agreement)**, whichever amount is lesser. **The employee contribution, however, shall not increase if there is no increase to the City in any fiscal year covered by this Agreement.**

13.2 The Employer costs for health insurance shall be limited to the Blue Cross/Blue Shield – Alliance Select (prescription drug card) single and dependent premiums as stated above for full time, permanent employees, who have completed six months of employment.

13.3 Full time, permanent employees may elect single or family coverage under the Blue Cross/Blue Shield Alliance Select (non prescription drug card) plan so long as they pay any and all premiums that are above those charged by Blue Cross/Blue Shield Alliance Select (~~non~~

prescription drug card) plan. Said additional premiums shall be deducted from the first payroll check of the month.

13.4 The Employer shall pay the employee premium for a forty thousand dollar (\$40,000) term life insurance policy for any regular full time employee.

13.5 The Employer reserves the right to change carriers at any time during the life of this Agreement providing that the coverage provided is equal to or greater than the present coverage and further provided that no benefits are lost.

13.6 The Employer is not required to pay any premiums for insurance under the terms of this article unless and until the Employee has satisfactorily completed six months of employment. Employees may pay their own premiums during their first six months of employment.

13.7 It is expressly understood and agreed that is and when special programs are offered by the City's health insurance Carrier that all Employees will participate in such programs to the extent required to reduce or minimize insurance premiums.

13.8 All regular full-time, permanent Employees may participate in the "eyeglass program" benefits as established and set by the Employer.

ARTICLE 14: LONGEVITY

14.1 The Employer shall pay each full-time, permanent Employee twenty-five (\$25.00) dollars per month for each complete five (5) years of continuous employment up to a maximum twenty (20) years and \$100.00 per month. Each subset (i.e. \$25.00 etc.) shall be divided by 2080 and then added to the employee's hour rate after the wage adjustments stated in section 11 above have been made. It is understood and agreed that the wage adjustments as stated in section 11 of this agreement shall apply to longevity payments under this section.

ARTICLE 15: SUPPLEMENTAL PAY

15.1 The Employer shall pay all full-time, permanent Employees who have completed their probationary period \$15.00 per month provided they do not qualify for the dependent health provisions as stated in Article 13 of this Agreement.

15.2 The Employer agrees to pay ~~\$10.00 per month~~ **\$0.05 per hour** for approved special education certificates up to a maximum of ~~\$30.00 per month~~ **\$0.15 per hour** providing they meet the following criteria:

- (1) That any special education certification training or testing must be submitted to the City Council for approval prior to receiving said training or testing.
- (2) That a formal written request for the additional supplemental pay be submitted with the initial request for training and testing.
- (3) That the supplemental pay is for special education certification training beyond what is required in their job description.

ARTICLE 16: SENIORITY

16.1 The appropriate department head or his/her designee in assigning Employees to new jobs or in filling vacancies will give consideration to the seniority of the Employees being considered.

16.2 The appropriate department head has the exclusive right to make temporary assignments.

16.3 In the event a layoff becomes necessary, the Employer agrees to consider seniority providing the Employees are qualified to perform the work remaining.

16.4 Seniority shall commence upon the last date of hire and shall be based upon actual continuous length of service for which payment has been received by the Employee will not be allowed to exercise any seniority rights.

Seniority in the employment relationship shall be broken and terminated if the Employee quits, is discharged, fails to report to work within three working days after having been recalled from layoff, fails to report to work at the termination of an approved leave of absence, accepts other employment while on an approved leave of absence, unless prior permission is granted, retires, or is on layoff for a period of more than a year.

ARTICLE 17: PART-TIME EMPLOYEES

17.1 When and if the Employer hires part-time Employees includable in the existing bargaining unit, such part-time Employees shall not receive any benefit or protections of this Agreement.

ARTICLE 18: NO STRIKE

18.1 The Agency and the Employer agree that the public interest requires the efficient and uninterrupted performance of services, and pledge to avoid or eliminate any conduct contrary to this objective. The Agency agrees that during the life of this Agreement they will not cause, encourage, participate in or support any strike, picketing, slowdown or other interruption of or interference with the normal routine, including refusal by Employees to cross any picket line.

In the event of a strike, work stoppage or interference with the operation of the City of Clear Lake's functions, the President of the Clear Lake Public Employment Agency shall notify the City within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provisions of the Article.

Violation of any provision of this Article by the Agency shall be cause for the City's terminating this Agreement upon the giving of written notice to this effect to the President of the Clear Lake Public Employment Agency in addition to whatever other remedies may be available to the City at law or in equity.

Failure of an individual to respond to the individual's next scheduled work shift shall result in disciplinary action. No individual shall receive any portion of his/her salary or benefits while engaging in activity that is in violation of this Article.

ARTICLE 19: SEPARABILITY AND SAVINGS CLAUSE

19.1 If any article or section of this contract or if any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with our enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic resource in support of its demands notwithstanding any provision in this contract to the contrary.


ARTICLE 20: TERMINATION CLAUSE

This Agreement or any part of it, may be terminated or renegotiated at any time by mutual consent of both parties.

This Agreement shall be effective as of July 1st, ~~2005~~ 2006, and shall be binding upon the City, the Agency and its members and shall remain in full force and effect through June 30th, ~~2006~~ 2009.

The parties acknowledge that during the negotiation which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Clear Lake Public Employment Agency for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters without mutual consent even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's discretion and control.

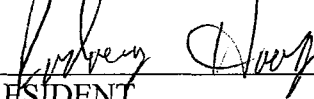
CITY OF CLEAR LAKE, IOWA

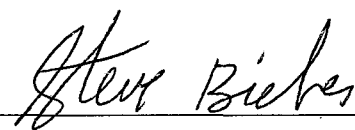

MAYOR


CITY ADMINISTRATOR

EMPLOYER

CLEAR LAKE PUBLIC
EMPLOYMENT AGENCY


PRESIDENT


AGENCY

AGENCY